

Southeast Webster-Grand Community School
District and Education Association
Master Contract for School Year
2007-2008

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HUMAN RELATIONS BOARD

Southeast Webster-Grand School
Master Contract 2007-2008
Table of Contents

Preamble	1
Definitions	1
Recognition	1
Grievance Procedure	2
Reduction or Realignment of Staff	3
Teacher Services Performed	6
Employee Hours and Load	6
Salaries	7
Insurance	9
Leaves	10
Employee Evaluation Procedures	11
Duration and Signature	13
Appendix Grievance Report	14

**The Southeast Webster-Grand Community School District
and
The Southeast Webster-Grand Education Association**

Master Contract for School Years 2007-2008

Preamble

The Southeast Webster-Grand Community School District and the Southeast Webster-Grand Education Association agree that the ultimate goal of this agreement is to promote harmonious and cooperative relationships between the School District and its employees.

These parties, through good faith negotiation, have reached certain understandings; therefore, it is agreed as follows:

Definitions

1. The term "Employer" as used in this Agreement, shall mean the Southeast Webster-Grand Community School District, governed by a Board of Education or its duly authorized representatives.
2. The term "Board" as used in this Agreement shall mean the Board of Education of the Southeast Webster-Grand Community School District or its duly authorized representatives.
3. The term "Administration" as used in this agreement shall mean the Superintendent and/or Principal of the Southeast Webster-Grand Community School District.
4. The term "Employee" as used in this Agreement shall mean professional employees represented by this Association in the bargaining unit as defined and certified by the Public Employment Relations Board.
5. The term "Association" as used in this Agreement shall mean the Southeast Webster-Grand Education Association or its duly authorized representative or agents.

Recognition

- Included: All full-time and regular part-time professional, non-supervisory employees including classroom teachers, special education teachers, Title I teachers, librarians, and guidance counselors.
- Excluded: Superintendent, principal and all other employees excluded by the Act.

Grievance Procedure

A grievance is a claim by an employee or a group of employees that there has been a violation, misinterpretation or misapplication of any specific provision of this Agreement.

- A. Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.
- B. The failure of an employee to meet the specified time limits will prevent the employee from further appeal. The failure of an administrator to meet the specified time limits will allow the grievant to proceed to the next step. The time limits may be extended by mutual agreement.
- C. First Step: An attempt shall be made to resolve any grievance in informal verbal discussion between the grievant and his or her immediate supervisor. Such discussion shall take place within ten (10) school days of the alleged violation.
- D. Second Step: If the grievance cannot be resolved informally the grievant shall file the grievance in writing with his or her immediate supervisor. The written grievance shall state the nature of the grievance and the remedy requested. The written grievance shall be filed within five (5) school days of the first step meeting. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within five (5) school days of receipt of the filing.
- E. Third Step: If the grievance is not resolved at the second step, the grievant shall file a copy of the grievance with the Superintendent (if other than the immediate supervisor). Such filing shall take place within five (5) school days of receipt of the immediate supervisor's written decision. The Superintendent shall make a decision on the grievance and communicate it in writing to the employee within five (5) school days to the Superintendent's receipt of the filing. If the Superintendent is the employee's immediate supervisor, the employee may proceed from the Second Step to the Fourth Step.
- F. Fourth Step: If the grievance is not resolved satisfactorily at the Third Step, there shall be available a Fourth Step of impartial binding arbitration. The Association and/or grievant may submit, in writing, a request on behalf of the Association and the grievant to the Superintendent within ten (10) school days from receipt of the Third Step answer to enter into such arbitration. The arbitration proceeding shall be conducted by an Arbitrator to be selected by the two parties, within five (5) school days after such notice is received by the Superintendent.

If the parties are unable to agree upon an arbitrator, a written request for a list of arbitrators shall be made to the Public Employment Relations Board by either party. The list shall consist of seven (7) arbitrators and the parties shall determine by lot which party shall have the right to remove the first name from the list. Both parties will continue to alternately remove names, until one name remains. The person whose name remains shall be the arbitrator. The decision of the Arbitrator will be binding upon both parties. Expenses for the arbitrator's services will be shared equally by the School District and the Association.

His decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the Agreement.

- G. **Grievance File:** All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Affirmative Action rules require a grievance procedure for gender, disability, national origin, race, color, creed, religion, age, or sexual orientation. The master contract grievance procedure will serve as the civil rights grievance procedure for Southeast Webster employees.
- H. **Representation:** Any aggrieved person may be represented at all stages of the grievance procedure by the employee, or, at his or her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all levels as a party of interest and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of the Agreement. At the discretion of the grievant, no other persons not directly involved may be present at any hearings.

Reduction or Realignment of Staff

- A. **Coverage:** All employees under this Agreement.
- B. **Assignment, Transfer, and Posting of Job Vacancies:**

1. DEFINITIONS

- a. **Transfer** - the assignment of an employee to a different job classification, grade or assignment level, area, or building shall be considered a transfer.
- b. **Voluntary Transfer** - A voluntary transfer is requested by the employee.
- c. **Involuntary Transfer** - An involuntary transfer is a transfer not requested by the employee.
- d. **Vacancy** - A vacancy is any part-time or full-time assignment that an employee leaves for reason of long-term leave, staff reduction, Re-assignment, resignation, termination, transfer, or other cause, which partially or entirely remains in existence within the district; the expansion of an existing position; or part-time or full-time new position created by the district.

2. NOTIFICATION OF VACANCIES

- a. Upon knowledge of any vacancy or vacancies, the Superintendent shall notify the Association President and staff of the vacancy or vacancies, which occur during the school year and for the following school year. Such notice will be given as soon as possible to allow all interested employees to apply. Such notice shall contain the job classification, specific assignment, any and all prerequisite qualifications, deadline for transfer request, and beginning date of duties.

- b. Employees who desire to transfer to a vacant position to be filled during the summer and for which there is no present vacancy, shall file a written statement of such desire with the Superintendent prior to the end of the school year, effective for the subsequent summer only. Such statement shall include the specific type of position to which the employee desires to be transferred; i.e., job classification, geographic location, and grade level if applicable. The application shall include the summer address and phone number of the applicant. The applicant will then have seven- (7) working days in which to file a written request for a transfer upon learning of such posting up to August 1st.

3. PROCEDURE

- a. If more than one employee with equal qualifications, training and endorsements applies for the same position, the most senior employee shall prevail, except that in the event that a vacancy exists through expansion of or addition to a current position the employee holding the current position shall have preference.
- b. Notice of denial of a voluntary transfer request shall be delivered to the employee with a copy to the Association President immediately upon the making of the decision and shall include a specific statement of reasons for the denial, which shall be for good cause.
- c. If a qualified voluntary transfer candidate can be found within the system according to item A above, the position will be filled by that candidate. If not, the position will be open to outside posting.

4. INVOLUNTARY TRANSFER

- a. Notice of an involuntary transfer or reassignment shall be given in writing to the affected employee with a copy to the Association President as soon as possible.
- b. If an involuntary transfer or reassignment is necessary, and is declined by those affected, the employee with the least District seniority who meets the requirements of the posting shall be transferred first. The declining person would replace the reassigned person.
- c. An involuntary transfer or reassignment shall be made only for good cause and after a meeting between the employee involved, the Association President or representative, and the Superintendent, at which time the employee and the Association President shall be given specific reason(s) for the involuntary transfer. A written copy of those reasons will be provided upon request.

5. MOVEMENT BETWEEN BUILDINGS

- a. In the event of a teacher transfer to another location (building, room, town, etc.), movement of all classroom materials, equipment, and furniture requested by the teacher shall be the responsibility of the District.
 - b. Items shall be in place as soon as possible, but no later than seven working days before the teacher's first contract day.
- C. Layoffs: When, in the judgment of the Board, decline in enrollment, reduction of program or any other reason requires a reduction in staff, the Administration shall attempt to accomplish same by attrition. In the event necessary reduction in staff cannot be adequately accomplished by attrition, given the necessity to hire and/or maintain the most competent and qualified staff available in the interests of perpetuating the highest quality program possible, the Administration shall base its decision as to resulting contract renewals on the following criteria:
1. Employees shall be classified by certification areas, grades pre-kindergarten, kindergarten through eighth grade (K-8), and seventh through twelfth grades (7-12), excepting those areas certified K-12, such as music, guidance, art, physical education, and library, for purposes of staff reduction. The employee with the least seniority in the district shall be laid off first, provided that among the remaining employees include teachers whose certification is approved by the DOE for the remaining positions.
 2. In the event that it is not possible to lay off the least senior employee in the professional category the next least senior employee will be considered for staff reduction, etc., until the necessary reduction is completed.
- D. Recall: Any employee laid off pursuant to this Article shall have recall rights to any position for which he or she is or may become certified through the twenty-sixth (26th) month from the effective date of his or her lay-off. Said employee shall be recalled to available positions in 'inverse order of lay-off. The effective date of lay-off shall be August 20, following the close of the last in-school year for which the employee was employed. Upon recall, the employee shall be placed on the step in the salary schedule at which he or she would have been placed for the in-school year immediately following the effective date of lay-off and then granted any additional advancement for teaching experience in another school obtained during the lay-off and for college credits earned during the period of layoff. Recalled employees shall resume all benefits accumulated prior to lay-off.
- E. Notification of Recall: Whenever an employee shall have the right to recall, the employer shall notify the employee of the right to recall and the position to which he or she is being recalled by certified mail, addressed to the employee's address on file in the office of the Superintendent. An employee's failure to respond affirmatively within ten (10) calendar days after receipt of such letter shall result in the termination of the employee's right of recall hereafter.
- F. Notification of Reduction or Realignment: The administration shall provide written notice to the employee who may possibly be affected by reduction or realignment no later than March 15th.

- G. Resignations and Termination: Any employee who resigns upon request for reasons of staff reduction or realignment, or is laid off, shall be accorded the recall rights provided by this policy unless specifically waived in writing.
- H. Seniority: Seniority shall be computed from the earliest date of continuous employment in Southeast Webster-Grand District, the Central Webster District, and/or the Dayton District; however, no approved leave shall serve to break seniority. In the event two or more teachers were employed in any of the Districts in the same year, the teacher who first signed his or her contract will be considered more senior. In the event the original contract cannot be located or verified; seniority shall begin with the first day of school the first year of employment.

Teacher Services Performed

- A. In consideration of the salary set herein, the teacher agrees to well and faithfully perform the duties assigned by the Administration.
- B. Teaching duties and grade level will be specified in writing in the individual contract of the teacher. The staff member must agree upon any changes in duties made after issuance of the contract.
- C. Charter school will abide by the District's Master Contract. The Southeast Webster-Grand employee master contract is the official document for any charter school developed within the district. The charter school does have the right to negotiate directly with other institutions for services of staff. However, no Southeast Webster-Grand employee will be displaced to be replaced. The charter school will not displace existing staff.

Employee Hours and Load

- A. Teacher Workday: The teacher workday shall be a minimum of 7 hours and 45 minutes during the hours of 8:00 a.m. and 4:00 p.m. The specific hours of duty within that time frame may be established by the principal and staff in each building as long as the time is consistent for all in that building. Staff may be dismissed early on Friday and the days of early dismissal for holidays. Administration may also expect staff to attend any meetings that would require time before and after the established hours not to exceed a total working time in any one week of more than forty (40) hours. Such meetings would not normally be called for Monday mornings or Friday afternoons.
- B. Notification of Absence: The administration shall provide each employee with a telephone number to be utilized by the employee for notification of absence from work due to illness. Such notice of absence is to be reported by 7:00 a.m. on the day of absence.
- C. Planning Time: All employees will have at least 200 minutes of planning time per week, to be taken during the students' school day. These 200 minutes of planning time will be consistent in all buildings for all employees. Employees will be able to leave the building during planning or lunchtime by notifying the principal.

- D. Meetings: Employees may be required to attend faculty meetings as called by the Administration. Such meetings shall not normally run later than 3:55 p.m. or start earlier than 8:10 a.m. If additional time is needed, administrators shall develop mutually acceptable methods of providing comparable released time for employees outside the student instructional day. Meetings shall not be called on Friday afternoon, days of early dismissal, or on any day immediately preceding any holiday or other day upon which employee attendance is not required at school.

Notice and Agenda: The notice for any faculty meeting shall be given to the employees involved at least three (3) days prior to meetings, and the agenda for, or cancellation of, said meeting to be given to the employees involved at least twenty-four (24) hours prior to the meetings, except in emergency. Employees shall have the opportunity to suggest items for the agenda.

- E. Travel between Buildings: Teachers who travel between buildings during the regular school day as part of their contracted classroom teaching duties, excluding meetings and other occasional, irregular trips from building to building, will be paid \$0.35 per mile for one-way travel.

Salaries

- A. Employees will be compensated according to the currently agreed upon Salary Schedule. Such salary as earned according to the Southeast Webster-Grand salary schedule shall be payable in ten (10) or twelve (12) equal installments.
- B. Newly-hired staff members of any gender, race, creed, or national origin will be given credit for actual documented teaching experience requiring a teaching certificate for up to the maximum number of years in a column on the salary schedule. The Board may give credit for up to five years of work experience outside the teaching field if it is directly applicable to the teaching position being filled. The Board reserves the right to limit credit for experience for anyone having a five-year gap since their most recent teaching experience. This credit for education or work experience will apply to extra duty assignments up to and including step 5.
- C. Advancement from one column to another must be based upon successful completion of college credit courses for a new approval area, graduate, staff development or re-certification courses which were previously approved by the Superintendent, or graduate credit courses which are part of one's master degree program. A copy of the acceptance into that program must be placed in one's personal file. Transcripts of these credit hours must be given to the Superintendent no later than October 1st of the new school year. Intent of advancement for the new school year should be given to the Superintendent before checking out in May. No teacher will be advanced more than over one column and down one step per year.

- D. Teacher Quality Money; designated to salaries is to be distributed to beginning teachers to bring the base salary up to \$26,500 for first year teachers, \$27,500 for second year teachers, and \$28,500 for third and beyond educators. The remaining Teacher Quality Money designated for salaries will be distributed to all other teachers based on individual teacher per diem amounts, proportionate to the employee's percentage of a full time contract. From the amount received the school district shall deduct the amount necessary to pay the employer's share of FICA and IPERS.

The 2007-2008 Salary Schedule includes Phase I and Phase II dollars. If these funds are shifted into the funding formula, the Board of Education agrees to absorb the cost of those dollars. If the funds are replaced with some other specified dollars, the association agrees to deduct an equal amount to be applied to the salary schedule.

- E. All extra duties that require hours beyond the school day will be compensated according to the currently agreed upon Extra Duty Schedule. Extra duties will be compensated based on where the employee sits on the salary schedule up through step 5 coaches and advisors who are not regular employees of the district will remain paid on the BA lane. The extra duty schedule pay will add steps 6-10 starting year 2008-2009. All employees on step 5 of the Extra Duty Schedule for the year 2007-2008 will move up to step six for school year 2008-2009 with the following year advancing to the next step up through step 10.
- F. An amount equal to the pay for one day of service shall be deducted from a teacher's salary for each day of service not performed, if absence from duty with pay is not authorized by the Superintendent, or sick leave, or other leave policies in effect. 1/190th of the annual salary shall be considered as pay for one day of service.
- G. If a teacher is lawfully discharged or is released by mutual agreement before the completion of his or her term, final settlement shall be made so the total amount which the teacher shall receive shall be an amount equal to the product of the number of days of service and the amount considered as pay for one day of service.
- H. Teachers shall present a certificate as required by law to the secretary of the Board before accepting payment of any part of the annual salary.
- I. Physical examinations required by the Board or by law shall be reimbursed by the school: up to seventy-five dollars. Teachers are to return physical forms, copy of bill, and the Explanation of Benefits (EOB) insurance form to the Board Secretary along with a request for reimbursement form requesting the \$75.
- J. The Board shall consult the employees before determining school calendars. The Board shall make the final calendar decision.
- K. Resignation during the school year will not be given unless a suitable replacement can be hired. Resignations for the coming year and after contracts have been signed will be granted before June 1. Resignations submitted after June 1 will be granted only if and when a suitable replacement is found following realignment procedures set forth in this document.
- L. Activity sponsors who drive a bus to their own events will receive \$15 per trip for trips of 50 miles or less, \$20 per trip for trips of 51-100 miles and the rate for trips of more than 100 miles will be negotiated.

Insurance

- A. The District will provide an opportunity for all employees working twenty (20) hours a week or more to participate in a comprehensive health-major medical insurance program.
- B. For all employees the district shall contribute the remainder of the premium dollar amount for the single coverage of the insurance plan with the least deductible amount, according to the following schedule:

Full time employees: (minimum 75% contract)--100% of remaining premium.
Part time employees: (working a minimum of 50% contract) – Have the opportunity to select coverage by the insurance. The district shall pay the same percentage of the premium as the percentage of fulltime for which the employee is contracted.
- C. Employees shall have the option of placing their dependents under the group insurance program on a payroll deduction basis. If the employee chooses a plan with a higher deductible amount, the difference in premiums will be applied to the family premium.
- D. All employees shall receive Long Term Disability Insurance paid by the school district. This insurance shall provide benefits up to 60% of the employee's normal salary after Social Security Disability has been paid.
- E. All full time employees shall receive twenty (20) thousand dollars of life insurance paid by the district.
- F. The carriers will be determined by the Board of Education after consulting the Association. If carriers are changed, coverage comparable to what is available will be offered.
- G. The District shall continue to provide the opportunity to participate in this plan with the benefits to be maintained at a level no less than in effect at the time of this agreement. If, for any reason the insurance carrier attempts to limit, modify, or terminate the availability of such insurance benefits, the parties to this agreement shall enter into immediate negotiations for the express purpose of maintenance of insurance benefits. (change with insurance prem.)
- H. Employees signing a waiver assuring alternate health coverage may have **\$249.00** per month (2007-2008) added to their annual salary and then directed into the tax sheltered annuity of their choice. The amount of the annuity will increase each year by the same percent as the insurance premium increases. (Employee must provide proof of alternate coverage.) 75% of the employees must remain in the insurance group. If more than 25% desire this waiver option, those most senior will be given the first opportunity to waive coverage until the limit of 25% is reached. Seniority is determined in the same way as for staff reduction. This will no longer be available to staff after July 1, 2003; however, staff who are receiving a TSA on June 30, 2003 may continue.

Leaves

- A. Jury Duty: The time necessary for teachers called to serve on a petit, grand, or federal jury shall be granted by the district with full pay. Any per them fees or remuneration that the employee receives shall be signed over to the school district, except that mileage, meal, and housing allowances shall remain the teacher's.
- B. Maternity Leave: Maternity leave shall be handled as any other general leave with a maximum of six week's leave with pay to be taken from the 15 days of leave and the employee's built-up pool. An extension of two weeks (making a total of eight weeks) with pay would require a doctor's statement verifying the necessity. Extended leave may be available for up to one year without pay.
- C. Professional Leave: Professional leave days shall be used for educational purposes at the discretion of the employee and approved by the principal. The Board agrees to provide the necessary and reasonable funds for employees who desire to attend professional conferences. Travel, meals, lodging, and registration fees shall be deemed appropriate expenses as well as cost of the substitute if required. An employee attending such conferences shall be granted sufficient leave time to attend without loss of compensation. Mileage shall be reimbursed at the rate of \$.35 per mile.
- D. Good Cause Leave: Good cause leave shall be given to employees in special situations, who have used up all other types of leave. The employee shall request such leave in writing and pay for the substitute teacher if a substitute teacher is hired. Good cause leave should only be requested for emergency situations or those occasions that are unique and rare opportunities for the employee. In the case of an unusual situation or emergency, extended leave may be requested for up to one year without pay.
- E. Extended Calendar Days due to Grant Funding: Additional contract days may be awarded to staff members as a part of grants. Professional Leaves may not be taken on these days and other leaves taken will not be compensated. These days are in addition to the normal contract days.
- F. General Leave: Each employee shall be allowed fifteen days of general leave each year. Staff, who have been employed by Southeast Webster for ten years shall be allowed sixteen days of general leave each year. On the last day before a vacation and the first day after vacation, the necessity of approval by the board may be a possibility, depending on how many people are requesting the leave: all other general leave shall be taken by the employee without any restrictions or conditions. The leave may be taken in half-day increments as necessary. General leave shall accumulate to 120 days in a banked pool of accumulated leave.

After a banked pool of 120 days of general leave is achieved, unused portions of the yearly total of fifteen or sixteen days shall be paid to the employee at the rate of \$10.00 per day for the last 10-11 unused days, \$25.00 per day for the next 3 unused days, and \$50.00 per day for the first two unused days of general staff leave. This may be in the form of cash remuneration or may be paid into a tax-sheltered annuity that has been set up by the employee (a 403b annuity). Upon retirement, the employee shall be paid \$10 per day for all unused leave up to 120

days of banked pool leave plus the unused portion of the 15 days of yearly leave. This payment also may be in the form of cash remuneration or may be paid into a tax-sheltered annuity that has been created by the employee (a 403b annuity).

Accumulated-banked pool leave shall be used after the 15 days of general yearly leave is exhausted. This banked pool leave should be used for sickness, family illness, and bereavement. If general leave has all been used for non-personal reasons that are beyond the employees control, banked pool leave will be considered for other uses.

In the case of an extreme emergency situation when an employee runs out of leave days or has not built up banked pool leave, district employees may donate two days of their own 15 days general staff yearly leave to this individual. This leave may be subject to School Board approval.

If all other leave choices have been exhausted, good cause leave may be used. It will be up to the administration to find substitutes for teachers when leave is taken.

General leave may be taken even if more than one employee chooses to take leave simultaneously, with the exceptions stated before.

Employee Evaluation Procedures

- A. Evaluation: Each employee shall be formally evaluated by his or her district designated supervisor for the purpose of evaluation at least once by April 1.
- B. Probationary Employees: All teachers are on probation during the first three years of consecutive employment in the Southeast Webster School unless they have met probationary status at another district. At that point they would be on probation for only one year in this district. This three-year probation period begins with the date of the teacher's appointment as a contract teacher, and is not affected by any prior service as a substitute.
- C. Notification of Supervisory Personnel: The District will, within four (4) weeks after the start of the school year, notify each employee as to which supervisory individual will be responsible for that employee's evaluation. The supervisor shall notify the employee of the evaluation procedures and discuss with the teacher the criteria that will be used in the evaluation as set forth in the evaluation instrument. A new employee or employee who is reassigned after the beginning of the school term, shall be notified by the appropriate supervisor of the evaluation procedures in effect. Such notification shall be within two- weeks of the first day in the new assignment.

A designated building principal or appropriate supervisor of an employee not assigned to a building shall be responsible for notification and evaluation of all such employees.

No such evaluation shall take place until such orientation has been completed.

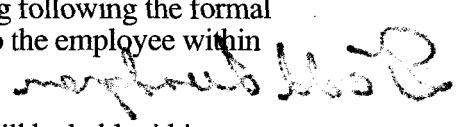
❖ Evaluation Schedule

Years 1-3	Probationary
	2 Formal evaluations a year
Years 4-7	Non-Tenure
	Year 4 & 6 Professional Growth plan
	Year 5 & 7 Formal Evaluation

Years 8 + Formal Evaluation every 3rd year
Professional Growth Plan other two

- D. Observation Notification: All observation of an employee shall be conducted with the full knowledge of the employee, and solely for the purpose of improvement of professional performance.
1. Pre-evaluation Conference: A pre-evaluation conference between the appropriate supervisor and the employee must be held at least five (5) days prior to the first formal observation so that the evaluator may be apprised of the objectives, methods, and materials planned for the performance situation to be evaluated.
 2. Length: Each formal observation shall consist of at least thirty consecutive minutes.

Probationary personnel shall have at least two formal evaluations per year.

- E. Written Evaluation: Evaluation shall be reduced to writing following the formal observations and a copy of the written evaluation given to the employee within seven (7) school days of the last formal observation. 
- F. Evaluation Conference and Remediation: A conference will be held within seven (7) workdays after each evaluation. The evaluator shall identify all of the alleged deficiencies of the employee. If deficiencies in the Iowa Core Competencies are identified, the employee shall be evaluated according to track three-assistance track, in order to set up a conference date to remediate the alleged deficiencies. A copy of the evaluation signed by both parties shall be given to the employee. The employee's signature does not necessarily mean agreement with the evaluation, but rather awareness of the content. Only documents that have been signed and dated by both the employee and the immediate supervisor shall be contained in the employee's evaluation file. No employee shall be required to sign a blank or incomplete evaluation form.
- G. Response: An employee who receives any adverse employment action based on an evaluation may, at the time of the adverse action, grieve the evaluation through the grievance procedure. An arbitrator's review in an evaluation grievance shall be limited to deciding whether the evaluator's rating or statement was fair, just, and accurate. An arbitrator's remedy in an evaluation grievance shall be limited to correcting or expunging the contested rating or statement if it is deemed to be unfair, unjust, or inaccurate.
- H. Evaluation File: Each employee has the right to review and copy all evaluation documents contained in his or her evaluation file, which shall contain all documents and information that deals with said employee's evaluations. Only information from this file can be used in the evaluation of the employee. Complaints directed toward an employee, which are placed in his or her evaluation file shall, within five (5) workdays, be called to the employee's attention in writing. An employee has the right to respond in writing and to have such written response placed in his or her evaluation file in regard to all evaluation comments entered in the file. Evaluation of employees shall not contain material outside of the evaluation criteria set forth in the evaluation instrument. These conditions are to be retroactive from the adoption of this Agreement to the employee's first day of employment in the District.
- I. Evaluation Instrument: The evaluation instrument shall be mutually agreed upon by the Administration and the Association and approved by the Board.

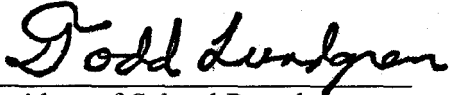
Duration and Signature

All present school policies and past practices of the Southeast Webster-Grand Community School District shall remain in effect unless they are superseded by this contract. Likewise, any portion of the contract that is superseded by Iowa or Federal Law, that portion of this contract will immediately become null and void.

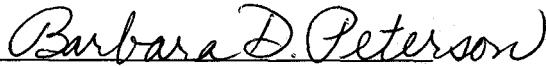
The District will provide a copy of the Master Contract to each employee covered by the agreement.

This Agreement shall be in effect as of July 1, 2007, and shall continue in effect until June 30, 2008. Either party shall give written notice to the other party to terminate or modify the agreement no less than one hundred twenty (120) calendar days prior to the district's budget certification date as established by the Code of Iowa. Otherwise this Agreement stays in effect as written for the following school year,

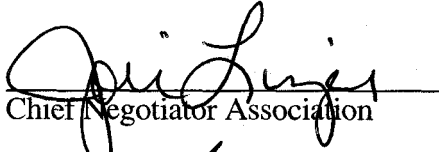
Made and entered into on the 10 day of May, 2007.



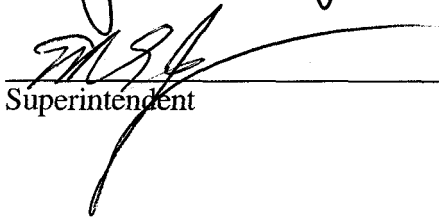
President of School Board



President of Education Association



Chief Negotiator Association



Superintendent

Appendix A

Grievance Report

No. _____

Date Filed _____

Building _____

Name of Aggrieved Person _____

Level *II*

A. Date violation occurred _____

B. Section(s) of contract violated _____

C. Statement of grievance

D. Relief sought

Signature _____

Disposition by Principal or immediate supervisor

Signature of Principal or Supervisor

Date

Level III

Signature of Aggrieved Person

Date received by Supt.

Disposition by Superintendent or Designee _____

Signature of Superintendent or Designee

Level IV

Signature of Aggrieved Person

Signature of Association President

Date submitted to Arbitration

Date received by Arbitrator

Disposition of award by arbitrator _____

Signature of Arbitrator